

**EXHIBIT A**



### **Trial Period Plan Notice**

**You may be able to make payments more affordable  
Call 855-329-6227 Ext. 3240 for Immediate  
Assistance**

**August 2, 2013**

**RODNEY HEADLEY and JOYCELYN HEADLEY  
470 E 141ST ST  
BRONX, NY 10454**

**Loan No.:**

**Dear RODNEY HEADLEY and JOYCELYN HEADLEY,**

We want to continue to work with you to modify the mortgage and help make payments more affordable.

Please note: As a result of your bankruptcy case, this letter is not an attempt to collect a debt from you or in any way violate any provision of the United States Bankruptcy Code. This letter has been sent to you for informational purposes only. This is not a bill or a request for payment, or a statement that you are personally obligated in any way to make a payment. Your decision to discuss workout options with **Wells Fargo Home Mortgage** is strictly voluntary. You are not obligated to pursue any workout options discussed with us. At your request, we will immediately terminate any such discussions should you no longer wish to pursue these options.

#### **Fannie Mae Loan Modification**

The good news – you may be eligible for a modification offered by Fannie Mae (the owner of the loan). This modification is designed for borrowers, like you, who for some reason did not meet all of the eligibility criteria for a permanent modification under the government's Home Affordable Modification Program (HAMP), or were unable to successfully make payments under a HAMP modification or another modification.

With this modification, new affordable payments will be required during a trial period. This is the first step toward qualifying for more affordable mortgage payments. Please read this letter so that you understand all the steps you need to take to modify the mortgage payments.

#### **What you need to do...**

To accept this offer please call me at the phone number listed below no later than 14 calendar days from the date listed at the top of this letter or send in your first monthly trial period payment instead of your normal monthly mortgage payment. If you do not contact me within 14 days, you will no longer be eligible for this offer. Also, new monthly "trial period payments" will be required in place of the normal monthly mortgage payment. To qualify for a permanent modification, under the Trial Period Plan (described below) trial period payments must be made in a timely manner instead of the normal monthly mortgage payments.

#### **Trial Period Plan**

1 <sup>st</sup> payment: \$1,593.96 by <b>October 1, 2013</b>
2 <sup>nd</sup> payment: \$1,593.96 by <b>November 1, 2013</b>
3 <sup>rd</sup> payment: \$1,593.96 by <b>December 1, 2013</b>

Please note that your trial period may extend beyond the dates provided. For that reason, continue making your trial period payments in the same amount by the same day of each month you currently make your trial period payments until your home preservation specialist advises that you may move forward with a final modification or that you are no longer eligible for a modification.

Some reasons for the extension could be tied to other liens you have on your property that may be required to be cleared prior to final approval of your modification. For example, we may need to receive a subordination agreement from the other lenders so that we can maintain our lien position; or if you have a judgment placed on your property you may be required to pay off the lien. If you fail to provide a subordination agreement from



another lender or fail to pay off a judgment lien as required, your modification may be denied even if you pay the trial period payments. Also, failure to make all trial period payments as outlined above, including if your trial period payments were extended will result in your Trial Period Plan being denied.

The trial payment amounts set forth above include principal, interest, and escrow amounts. After all trial period payments are timely made, the mortgage will be permanently modified. (The existing loan and loan requirements remain in effect and unchanged during the trial period.) **If each payment is not received by Wells Fargo Home Mortgage in the month in which it is due, you will no longer be eligible for a loan modification and the loan will not be modified.** If the last trial period payment is made in the last half of the month it is due, we may elect to extend the Trial Period Plan by an extra month.

If you have any questions or cannot afford the trial period payments shown above but want to remain in the home, or if you have decided to leave the home but still want to avoid foreclosure, please call the phone number below. (Also, please review the attached "Frequently Asked Questions").

Sincerely,

**Matthew Heilman**  
**Home Preservation Specialist**  
**855-329-6227 Ext. 3240**  
**Wells Fargo Home Mortgage**

Attachments: (1) Frequently Asked Questions and (2) Additional Trial Period Plan Information and Legal Notices



**FREQUENTLY ASKED QUESTIONS**

Get the answers you need to some of the most common questions.

**Q. What is a Fannie Mae Loan Modification?**

A Fannie Mae Loan Modification offers you the ability to *permanently* modify the loan—helping to make the mortgage more affordable for the life of the loan. This modification was created as an additional loan modification option, and is available to certain borrowers who did not qualify for a modification under the Home Affordable Modification Program (HAMP), or were unable to successfully make payments under a HAMP modification or other modification. With a Fannie Mae Loan Modification, you still have an opportunity to modify the loan provided you successfully complete a trial period.

**Q. Why are you offering me this option?**

Because you were unable to qualify for a HAMP modification or were unable to successfully make payments under HAMP, we want to continue to work with you to determine a long-term solution. We know many homeowners are struggling with their mortgage payments and need assistance. That's why we are offering you the opportunity to qualify for a Fannie Mae Loan Modification. Our goal is to help make the mortgage more affordable, and most importantly, help you keep your property and avoid foreclosure.

**Q. What are the benefits of a Fannie Mae Loan Modification?**

A Fannie Mae Loan Modification offers you a permanent long-term solution to make the mortgage more affordable.

**Q. As applicable: Why was I not approved for the Home Affordable Modification Program (HAMP)...what happened?**

Please review the Notice of Non-Approval for HAMP modification which we previously provided to you for an explanation as to why you were not approved for a HAMP modification.

**Q. If I didn't qualify for a permanent modification under HAMP, will I qualify for a Fannie Mae Loan Modification?**

The requirements for a Fannie Mae Loan Modification have been designed specifically to assist borrowers like you, who were unable to qualify for a permanent modification through HAMP or who were not able to successfully make payments on a prior modification.

**Q. Will I still receive incentive compensation like the HAMP program provides?**

No. A Fannie Mae Loan Modification does not offer incentive compensation for borrowers. The borrower incentive compensation is only available to borrowers who were eligible/qualified for a permanent modification under HAMP.

**Q. Is there a trial period I have to complete?**

Yes. There is a trial period for the Fannie Mae Loan Modification. There is a required trial period prior to entering into a permanent Loan Modification Agreement. The loan will not be permanently modified until successful completion of the Trial Period Plan and enter into a Loan Modification Agreement.

**Q. Why is there a trial period?**

The trial period offers immediate payment relief (and could prevent a foreclosure sale) and gives you time to make sure you can manage the lower monthly mortgage payment. Note: This is only a temporary Trial Period Plan. The existing loan and loan requirements remain in effect and unchanged during the trial period.

**Q. When are the trial period payments due?**

The payment amount and the day each month that the payment is due during the trial period is on page 1 of this package under the heading "Trial Period Plan."

**Q. What happens if I can't afford the new payments?**

If the specified trial period payments are not made, in full in the month when due, you will not qualify for a permanent modification and will not be allowed to enter into a permanent Loan Modification Agreement. If the trial period is successfully completed and enter into a Loan Modification Agreement, you will no longer be eligible for the modified payment terms if the loan becomes 60 days late within the first 12 months of the permanent modification. If that occurs, we will look at other options to resolve the mortgage delinquency (a short sale, deed-in-lieu of foreclosure, or a foreclosure). If an alternative solution cannot be found, we will need to commence or continue foreclosure proceedings.



**FREQUENTLY ASKED QUESTIONS**

Get the answers you need to some of the most common questions.

**Q. What happens if I misstate or misrepresent my information/documentation?**

If you have intentionally misrepresented any fact(s) in connection with any of the documentation you have submitted to demonstrate your status, financial information or hardship, the Trial Period Plan and any Loan Modification Agreement may be cancelled (and we may pursue foreclosure proceedings). Additionally, knowingly submitting false information may violate federal law.

**Q. What else should I know about this offer?**

- To accept this offer you must call no later than 14 calendar days from the date listed at the top of this letter or send in your first monthly trial period payment instead of your normal monthly mortgage payment.
- If the new payments are made timely we will not conduct a foreclosure sale.
- You will not be charged any fees for this Trial Period Plan or final modification.
- If the loan is modified, we will waive all unpaid late charges.
- When you become past due on your mortgage payments, it's important to understand that the actions you take to correct the situation can affect your credit score. If you choose a loan modification, your credit score could be negatively impacted during the trial period plan, but it may not be as impacted as an ongoing series of late payments or foreclosure. During that process, we are required by law to continue to report the delinquency status of your loan to the credit reporting agencies as "paying under a partial or modified payment agreement". When you are approved for a permanent loan modification, the modification process is complete and is recorded on your credit report as "loan modified" as long as you make your permanently modified payments on time. Keep in mind that the degree of impact to your credit score depends on your overall credit circumstances and is different for each individual.
- You may be required to attend credit counseling.
- If the loan is involved in an active bankruptcy case when the modification is approved, bankruptcy court consent may be required before the actual modification agreement can be sent to you for signature.

**Q. How was my new payment in the trial period determined?**

The trial period payment is based upon a variety of factors including verified income, current value of your property, unpaid loan balance and amounts past due. Fannie Mae uses this information to provide the most affordable terms for you and which should be sufficient to pay the modified principal and interest due on the modified loan. Your trial period payments include escrow amounts to cover your property taxes, insurance premiums, and other permissible escrow fees based on our current escrow analysis, including any homeowners' association dues. The modified monthly payment may change, if the property taxes and insurance premiums change, as permitted by law. If you did not have an escrow account before, you will be required to establish an escrow account for the payment of such escrow amounts. The timing of the tax and insurance bills may require that payments are made to cover any such bills when they come due. This is known as an escrow shortage. The loan has an escrow shortage of \$11,18; this can either be paid in a lump sum when the loan is modified or over the next 5 years (or 60 months). The total shortage may be paid as a lump sum, please contact us at 855-329-6227 Ext. 3240.

**Q. When will I know if the loan can be modified permanently and how will the modified loan balance be determined?**

Once all of the trial period payments on time, we will send a Loan Modification Agreement detailing the terms of the modified loan. The modification agreement will become effective once you and we have signed it. Any difference between the amount of the trial period payments and the regular mortgage payments will be added to the balance of the loan along with any other past due amounts as permitted by the loan documents. While this will increase the total amount that is owed, it should not significantly change the amount of the modified mortgage payment.





**Q. Will the interest rate and principal and interest payment be fixed after the loan is permanently modified?**

Once the loan is modified, the interest rate and monthly principal and interest payment will be fixed for the life of the mortgage. The new monthly payment will also include an escrow for property taxes, hazard insurance and other escrowed expenses, but your servicer will separately notify you of the escrow amount to include with your monthly payment. If the cost of the homeowners insurance, property tax assessment or other escrowed expenses increases, the monthly payment will increase as well.

**Additional Trial Period Plan Information and Legal Notices**

The terms of this offer are accepted and the terms of the Trial Period Plan are effective on the day the first trial period payment is made, provided it has been paid on or before **October 1, 2013**. By accepting this offer, you and we agree that:

**You are certifying that all information you previously provided, e.g., regarding your status, income and expenses, and hardship, is still true and correct.**

- You certified that all of the written information you previously provided to Servicer in the Hardship Affidavit signed by you in connection with the Making Home Affordable Program (HAMP), or in the Fannie Mae Hardship Affidavit signed by you as part of this modification, continues to be true and correct. This includes, among other things, information about your status and the status of the property, your income and expenses, and your hardship. You understand that Servicer is relying on your certification in offering you the Trial Period Plan and any Loan Modification Agreement. If there have been any changes in the information you provided, you must contact Servicer at **855-329-6227 Ext. 3240** to discuss whether the changes affect the Trial Period Plan or eligibility for a loan modification. You must have this discussion before the first trial period payment is made.

**We will not proceed to foreclosure sale during the trial period, provided you are complying with the terms of the Trial Period Plan.**

- Any pending foreclosure action or proceeding may be immediately resumed if you fail to comply with the terms of the Trial Period Plan or do not qualify for a modification. No new notice of default, intent to accelerate, acceleration or similar notice will be necessary to continue the foreclosure action, and all these notices are waived to the extent permitted by applicable law.

**During the trial period, we may accept and post your trial period payments to your account and it will not affect foreclosure proceedings that have already been started.**

- You agree that we may hold the trial period payments in an account until sufficient funds are in the account to pay each of your monthly trial period payment obligations. You also agree that we will not pay you interest on the amounts held in the account. Any amounts remaining at the end of the trial period will be applied to any outstanding amount that is owed at the end of the trial period reducing the amount that will otherwise be added to the principal balance of your modified loan.
- Our acceptance and posting of the new payment during the trial period will not be deemed a waiver of the acceleration of the loan or foreclosure action and related activities, and shall not constitute a cure of the default under the loan unless the payments are sufficient to completely cure the entire default under the loan.

**If the monthly payment did not include escrows for taxes and insurance, you are now required to establish an escrow account for these items.**

- You agree that any prior waiver that allowed you to pay directly for taxes and insurance is revoked. You agree to establish an escrow account and to pay requirements to that account.

**The current loan documents remain in effect; however, the trial period payments may be made instead of the payments required under your loan documents.**

- You agree that nothing in the Trial Period Plan shall be understood or construed to be a satisfaction or release in whole or in part of the obligations contained in the loan documents.



**The Trial Period Plan notice will be rescinded if an error is detected.**

- You agree that if an error in the terms of the Trial Period Plan or your eligibility is detected after issuance of the Trial Period Plan notice, the Trial Period Plan will be void and of no legal effect upon notice to you of such error. You understand that a corrected Trial Period Plan will be provided to you if it is determined that you remain eligible for a loan modification after correction of the error.



**RODNEY HEADLEY and JOYCELYN HEADLEY**  
470 E 141ST ST  
BRONX, NY 10454

Wells Fargo Home Mortgage  
Suite L-2-200  
1200 West 7<sup>th</sup> Street  
Los Angeles, CA 90017

**Loan Number:**

**Payment Amount Due: 1,593.96**

**Payment Due Date: October 1, 2013**

**RODNEY HEADLEY and JOYCELYN HEADLEY**  
470 E 141ST ST  
BRONX, NY 10454

Wells Fargo Home Mortgage  
Suite L-2-200  
1200 West 7<sup>th</sup> Street  
Los Angeles, CA 90017

**Loan Number:**

**Payment Amount Due: 1,593.96**

**Payment Due Date: November 1, 2013**

**RODNEY HEADLEY and JOYCELYN HEADLEY**  
470 E 141ST ST  
BRONX, NY 10454

Wells Fargo Home Mortgage  
Suite L-2-200  
1200 West 7<sup>th</sup> Street  
Los Angeles, CA 90017

**Loan Number:**

**Payment Amount Due: 1,593.96**

**Payment Due Date: December 1, 2013**





UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK  
IN RE

RODNEY N. HEADLEY  
JOYCELYN HEADLEY

DEBTORS

CHAPTER 13

CASE NO. 11-12542

JUDGE: Sean H. Lane

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**AFFIDAVIT OF SERVICE BY MAIL**

STATE OF NEW YORK     )  
                                  )ss:  
COUNTY OF SUFFOLK    )

I, Basant Elsayed, being sworn, say, I am not a party to this action; I am over 18 years of age, I reside in Suffolk, New York.

On 9/6/13 I served the within Motion to Approve Loan Modification upon:

TO: Debtors  
Rodney N. Headley  
470 East 141st Street  
Bronx, NY 10454

Joycelyn Headley  
470 East 141st Street  
Bronx, NY 10454

Attorney for Debtor  
Richard D. Lamborn  
327 East 149th Street

Bronx, NY 10451

Trustee  
Jeffrey L. Sapir  
399 Knollwood Rd  
Suite 102  
White Plains, NY 10603

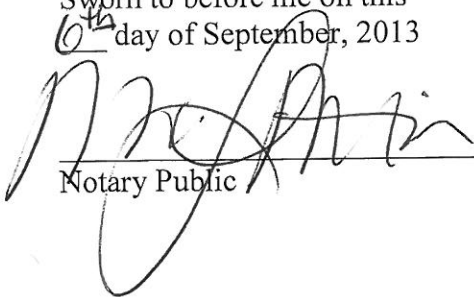
U.S. Trustee  
33 Whitehall Street  
21st Floor  
New York, NY 10004

the addresses designated by the foregoing individuals for that purpose by depositing a true copy of same enclosed in a postpaid, properly addressed wrapper, in an official depository under the exclusive care and custody of the United States Postal Service within the State of New York.



Basant Elsayed  
Bankruptcy Paralegal

Sworn to before me on this  
6<sup>th</sup> day of September, 2013

  
Notary Public

MARIA L MARTIN  
Notary Public, State of New York  
No. 01MA6272524  
Qualified in Suffolk County  
Commission Expires 11/19/20 14